

JUL 17 1995

**BEFORE THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

1355

In the Matter of:

Bowen Beverages, Inc.
t/a Bowen Discount Liquors

Case-No. 1355-95045P

Applicant for Retailer's
License Class A at premises
4510 Bowen Road, S.E.
Washington, D.C

VOLUNTARY AGREEMENT

By and between **Bowen Beverages Inc. t/a Bowen Discount Liquors** through its President, Mr. John Son Chung, and **Mr. Luther Marsh**, residing at 1239- 45th Place, S.E., Washington, D.C.

Whereas , Bowen Beverages Inc., t/a Bowen Discount Liquors (the "Applicant") has applied for renewal of its Class A alcoholic beverage control ("ABC") license;

WHEREAS, Mr. Luther Marsh (the "Protestant") has filed a protest with the Alcoholic Control Board against the renewal of said license; and,

WHEREAS, the Applicant and the Protestant desire to settle the issues that gave rise to the protest, so that the Class A license may be renewed,

NOW, Therefore, for mutual consideration, the parties hereto agree as follows:-

1. The Applicant agrees, within fourteen (14) days of the signing of this agreement, to make a written request (a draft of which has been previously provided to the Protestant), to all companies that deliver that deliver goods to his premises by truck that no truck shall drive over, drive through, or otherwise use any residential street within four (4) blocks of his premises. Copies of the Applicant's correspondence will be mailed to the Protestant at the same time that they are mailed to each company referenced in this paragraph.
2. The Applicant agrees to post two (2) signs, clearly visible to customers and on the exterior of his premises, to the effect that customers should not park on any sidewalk adjacent to

or bordering on the Applicant's premises, nor park on any public street in violation of posted parking restrictions.

3. The Applicant agrees to keep the fenced area immediately to the rear of his property free of trash and debris, and to cause his property to be swept free of trash at least once each day.
4. The Applicant agrees to post two (2) signs, clearly visible to customers and on the exterior of his premises, to the effect that neither loitering nor consumption of alcoholic beverages is permitted on Applicant's property.
5. Applicant agrees to erect a chain barrier at each entrance to the parking lot of his premises and to keep the chain locked during hours when the store is not open for business.
6. The Applicant agrees to make a written request (a draft of which has been previously provided by the Protestant), within fourteen (14) days of the signing of this Agreement to Ward 5 Councilmember Harry Thomas seeking his assistance in obtaining proper signage for parking in the area in front of the Applicant's property and lighting in the alleyways to the rear of the Applicant's property. A copy of Applicant's correspondence will be mailed to Protestant at the same time that it is mailed to Councilmember Thomas.
7. The Applicant agrees to provide extra trash cans to be placed in visible areas on the lot.
8. The Applicant agrees to place "No drinking" and "No loitering" signs around the lot.
9. The Applicant agrees to hire a security guard whose responsibilities will include the enforcement of the no drinking/no loitering signs by checking the lot on a regular basis.
10. Applicant agrees to have the lot cleaned at various times each day.
11. Applicant agrees to remind wholesale delivery drivers to park within posted signs when delivering to Bowen Liquors.
12. Based on the Applicant's agreement to undertake the efforts aforementioned, Protestant agrees to withdraw his protest against the renewal of Applicant's ABC license.

Dated: June 30, 1995.

BY: 

John Son Chung
President,
Bowen Beverages, Inc.

BY: 

Luther Marsh